

STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES BOARD

IN RE: GARY VERPLOEGH, Complainant, vs. DAKOTA ACCESS, LLC, Respondent.	DOCKET NO. FCU-2016-0008 (HLP-2014-0001)
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ORDER DISMISSING COMPLAINT

(Issued June 29, 2016)

On May 2, 2016, Gary Verploegh filed a complaint with the Utilities Board (Board). In his complaint, Verploegh states that Dakota Access, LLC (Dakota Access), has removed language regarding Conservation Reserve Program (CRP) contracts from its proposed voluntary easement with him. He also states the current easement presented to him does not include future CRP contracts. Verploegh states the lack of this language is the only thing preventing him from signing and his attorney has advised him that other clients with CRP contracts have easement agreements with Dakota Access including this language.

Verploegh provides a partial copy of a prior proposed easement agreement that contains language regarding CRP contracts. That clause states:

5. Grantee will pay damages for CRP losses caused by its 30" pipeline through the State of Iowa. Grantee

requires all landowners with CRP to sign a FSA Release Form so it may obtain a copy of the FSA Agreement. A copy of the agreement will help to insure compliance and minimize losses. The damage Grantee agrees to pay is related to a CRP contract entered into prior to the acquisition of an easement for Grantee, and is for property directly impacted by said easement. Grantee will pay damages related to a partial or full revocation of CRP contract including reimbursements and loss of future income.

Dakota Access filed its initial response to the complaint on May 9, 2016. In that response, it argues that the Board does not have the power to compel specific terms in a voluntary easement. Dakota Access also states that to the extent Verploegh is asking for the provided CRP clause to be contained in an easement agreement, it is willing to do so with the understanding that it would only cover future damages arising under a current CRP contract and not a potential future CRP contract that is merely speculative at this time.

On June 20, 2016, Dakota Access filed a supplemental response stating it had reached an agreement for a voluntary easement with Verploegh on June 8, 2016, and that his complaint was now moot. The Board discussed this docket at its open meeting on June 21, 2016, and agreed to allow Verploegh time to file a response to Dakota Access' supplemental filing if he wished to do. To date, there have been no further filings regarding this matter.

The Board finds that the complaint should be dismissed as moot. Verploegh complained about the language being offered to him in a voluntary easement. He also stated that the lack of certain language was the only thing that was preventing

him from signing a voluntary easement. Dakota Access states that the parties have since come to an agreement for a voluntary easement, and Verploegh has not disputed that statement. Since the parties have reached an agreement, this complaint is now moot and should be dismissed.

IT IS THEREFORE ORDERED:

The complaint in Docket No. FCU-2016-0008, filed by Gary Verploegh against Dakota Access, LLC, is dismissed as moot.

UTILITIES BOARD

/s/ Geri D. Huser

ATTEST:

/s/ Trisha M. Quijano
Executive Secretary, Designee

/s/ Nick Wagner

Dated at Des Moines, Iowa, this 29th day of June 2016.